IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.903 OF 2005

IN

SUIT NO.724 OF 2005

State Bank of India. ...Plaintiff

Vs.

Jack D'Souza & others. ...Defendants.

Ms.Shyamali Haseja i/b. H & M Legal Associates, for Plaintiff.

None for Defendants.

CORAM: D.K.DESHMUKH,J.

DATED: 24th August, 2006.

P.C.:-

1. This is a notice of motion taken out by the plaintiff. The defendants have been served. Affidavit of service has been filed. The defendants are not appearing. They have not filed any reply. This is a suit filed by the Bank for recovery of the amount of loan advanced to Defendant nos.1 & 2.. The property on which the Receiver is sought is mortgaged to the Bank. In the absence of any affidavit in reply filed by the defendants accepting the averments in the affidavit filed in support

of the notice of motion at face value, the notice of motion is granted in terms of prayer clause (a) excluding bracketed portion.

2. The receiver shall take only symbolic possession of the flat and offer agency to the defendants on usual terms and conditions including royalty and security.

3. Till the receiver takes possession, ad-interim order in terms of prayer clause (b) shall operate.

Notice of motion is disposed of.

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